

Exhibit B

AGREEMENT AND RELEASE

This Agreement and Release (this “Agreement”) is made and entered into as of January 3, 2019, by and among Recleim LLC, a Delaware limited liability company (“Recleim”), Recleim Nova, LLC, a Delaware limited liability company (“Recleim Nova”), Nova Services Inc., a Maryland corporation (“Nova Services”), and Guy Naylor, an individual resident of the State of Maryland (“Naylor” and, collectively with Recleim, Recleim Nova and Nova Services, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, Recleim is the sole member of Recleim Nova;

WHEREAS, Naylor is the sole stockholder of Nova Services Inc.;

WHEREAS, Recleim, Recleim Nova and Nova Services entered into an Asset Purchase Agreement, dated as of May 5, 2017 (the “Purchase Agreement”), pursuant to which (i) Nova Services sold substantially all of its assets to Recleim Nova, and (ii) as partial consideration for the sale of such assets to Recleim Nova, Recleim agreed to issue certain Class C Interests in the equity of Recleim (the “Class C Interests”) to Nova Services within 180 days of the execution thereof; and

WHEREAS, the Parties with to enter into this Agreement to avoid future disputes regarding the matters set forth above.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Release Consideration.** The total consideration payable by Recleim for the release granted herein is \$1,600,000 (the “Release Consideration”). Upon execution of this Agreement, Recleim will pay, or cause to be paid, the Release Consideration, by wire transfer of immediately available funds an account designated in writing by Naylor.

2. **Naylor and Nova Services Release:** Naylor and Nova Services and, as applicable, their respective affiliates, officers, directors, principals, partners, members, controlling persons, trustees, representatives, agents, heirs, successors, assigns, and employees (collectively, the “Releasors”) do hereby (a) fully and forever release and discharge Recleim, Recleim Nova and any and all of their respective affiliates, officers, directors, principals, partners, members, controlling persons, trustees, representatives, agents, heirs, successors, assigns, and employees (the “Releasees”) from any and all claims, charges, complaints, damages, demands, suits, liabilities, judgments or causes of action of any kind or nature whatsoever, presently known or unknown, direct or consequential, equitable or legal, foreseen or unforeseen, matured or unmatured, developed or undeveloped, concealed or unconcealed, which the Releasors might have had, may now have, or may claim to have, from the beginning of time until the date of this Agreement (the “Potential Claims”) related in any way or otherwise connected in any way to the Class C Interests or the operation of the business of Recleim, Recleim Nova or any of their

affiliates (the “Released Matters”), (b) covenant not to sue, bring, maintain, or otherwise assert in any forum whatsoever any Potential Claim that relates in any way to any of the Released Matters; (c) agree that this Agreement may be pleaded by the Releasees as a complete defense and used as the basis for an injunction against any proceeding brought or maintained against any of them; and (d) represent and warrant to the Releasees that the Releasors own, and have the sole and exclusive right to release and waive, any and all Potential Claims relating to the Released Matters, and have not in any manner transferred, encumbered or assigned any such Potential Claim.

3. **Definitions:** When used in this Agreement, the term: (a) “affiliate” shall mean, with respect to any Person, any other Person directly or indirectly Controlled by, Controlling or under common Control with such Person; (b) “Person” shall mean any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust, Governmental Body or other entity; (c) “Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, by contract or otherwise. The terms “Controlled” and “Controlling” have correlative meanings; and (d) “Governmental Body” shall mean any government or political subdivision or regulatory authority, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision or regulatory authority, or any federal state, local or foreign court or arbitrator or mediator.


4. **No Admission of Liability:** The Parties to this Agreement acknowledge that the Agreement is not to be construed as an admission of liability or an admission of a duty owed by a Party. The Releasors offer the above release solely to avoid any dispute or litigation between the Parties.

5. **Miscellaneous:** The Parties hereby acknowledge that they have read this Agreement, understand all its terms, and execute it voluntarily and with full knowledge of its significance. The Parties further acknowledge that each Party to this Agreement is or has been represented by counsel in connection with the negotiation and preparation of this Agreement, or that they have been advised to seek independent counsel, that the provisions of this Agreement and the legal effect thereof have been explained to them, and that they have entered into this Agreement freely and voluntarily and without coercion or undue influence. In executing this Agreement, the Parties do hereby acknowledge and agree that this Agreement is intended to be final and binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

RECLEIM LLC

By: 

Name: J. Steve Bush

Title: CEO

RECLEIM NOVA, LLC

By: 

Name: J. Steve Bush

Title: CEO

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

NOVA SERVICES, INC.

By:  president

Name: Guy Naylor

Title: President

NAYLOR 

3 Guy NAYLOR